

092-69-2994

P744785

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PIPELINE RIGHT OF WAY EASEMENT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS X

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THAT, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, MERICHEM COMPANY, a Delaware corporation, hereafter referred to as "Grantor", does hereby grant to PRAXAIR, INC., a Delaware corporation, herein after referred to as "Grantee", it's successors and assigns, a right of way and easement, five (5) feet in width, to construct, maintain, operate, repair, replace and remove one four (4) inch pipeline and associated appurtenances for the transportation of ~~oil, gas, petroleum products, nitrogen, or any other products or substances that can be transported by pipeline~~, the center line of said pipeline right of way and easement being more particularly identified and described in Exhibits "A" and "B" attached hereto and made a part hereof, together with the right of ingress and egress to and from said pipeline along said easement or other route approved in advance by Grantor for the purposes herein granted, subject to the provisions hereof.

Grantor hereby reserves for itself, it's successors and assigns, the right to use the right of way for any purpose and in any manner, including, but not limited to, the right to construct or permit others to construct other pipelines alongside of and adjacent to Grantee's pipeline, the right to cross over or under Grantee's pipeline with pipelines, roads, streets, railroads, water lines, sewer lines and other utilities or facilities so long as such use does not unreasonably interfere with the rights of Grantee hereunder.

Grantee agrees that it's right of ingress and egress is limited to the right of way and to existing public roads intersecting said right of way and that, for purposes of initial construction and subsequent repair of it's pipeline, Grantee may use as working space such parts of Grantor's land adjacent to said right of way as is reasonably necessary to effect such construction or repair, provided that the land is not occupied by substantial improvements. Grantee further agrees that the pipeline will be installed a minimum of three (3) feet below the surface of natural ground and the pipeline shall be designed, constructed, tested and operated in accordance with applicable safety rules and regulations published by federal and/or state regulatory agencies having jurisdiction. If no such government safety rules apply, then applicable industry standards and practices shall be complied with.

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092-69-2995

The easement and rights hereby granted are subject to all other easements, exceptions, reservations, rights and encumbrances either of record or evidenced physically on Grantor's premises, and are granted without any warranty of title, express or implied, by Grantor.

Grantee agrees to indemnify Grantor and to save Grantor harmless from any and all claims, demands and causes of action for damages to property or injury to or death of persons which may in any way result from, grow out of, or arise in connection with the exercise by Grantee of any of the rights herein granted except to the extent that such claims, demands or causes of action result from Grantor's negligence or willful misconduct.

It is understood that this grant of a right of way and easement does not constitute a conveyance of the land described herein or of the minerals therein and thereunder but grants only the rights provided above.

Grantee agrees that, after commencing construction, it will pursue the work diligently to effect prompt completion of the pipeline and following construction of the pipeline, it will restore the surface of the land traversed by the pipeline, as nearly as is practicable, to the condition in which it existed prior to construction.

In the event Grantee should abandon, cease to operate, or maintain the said pipeline for a period of ~~twenty-four (24)~~ ^{twelve (12)} consecutive months or longer, the rights herein granted shall terminate and shall revert to Grantor, its successors or assigns and Grantee, at its sole expense, shall within three months following such abandonment, remove the facilities and restore the land, as near as practicable, to its original condition.

The obligations undertaken by Grantee hereunder shall be deemed covenants running with the land.

EXECUTED this 18th day of February, 1994

MERICHEM COMPANY

By: H. W. Penning

Title: President

RAY CLARK



C.R. CLARK REALTY, INC.

2309 Wicklow Drive
Pearland, TX 77581

Real Estate
Right Of Way Services

Office (713) 484-8395
Mobile (713) 823-7901
Fax (713) 481-1459

PRAXAIR, INC.

By: Kim Shaw

Title: General Manager

092-69-2996

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 18th day
of February, 1994 by H.W. Panning of _____
H.W. Panning on behalf of said company.

Justine Mearns
Notary Public in and for the
State of Texas.

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 1 day
of March, 1994 by Ken Groover of PAXAIR
INC, on behalf of said _____.

Leonard W. Kubin
Notary Public in and for the
State of Texas.

